

## Cooperation agreement

between

**Epoch Media Group,**  
229 West 28th Street, Floor 7, New York, NY, USA,  
represented by Mr. John Tang,

- hereinafter referred to as *Media Corporation* -

and

**Mr. Harald M. Wayer,**  
Zeppelin Street 10,  
76530 Baden-Baden, Germany.

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The parties hereby conclude the following cooperation agreement:

1. Basis of the contract

Epoch Media Group manages the brands Epoch Times Newspapers and Website, Youmaker, and NTD Television. Currently, Epoch Media Group has around 300 million unique visitors consisting of readers and NTD Internet TV viewers. On a monthly basis Epoch Media Group records over one billion page views. With consent of all internal parties of Epoch Media Group and its related brands, Mr. John Tang concludes the following agreement with Mr. Harald Wayer.

Epoch Media Group's motivation to conclude this agreement is to increase significantly its current income from sale of advertisements through a success-oriented advertising system in cooperation with Mr. Harald Wayer. This means in particular, that Epoch Media Groups contact to millions of consumers should be capitalized economically and seriously according to the following:

2. Mr. Harald Wayer will establish a German Limited Liability Company (GmbH), or acquire an existing one, which will launch and operate an online shop expected to be called GermanTom. Mr. Wayer can still change both, the company name as well as the name of the online shop. It is assumed that the online shop will be called GermanTom.com.

3. Once the new company which presumably will be called German Tom GmbH is expediently established or acquired by Mr. Wayer, Mr. Wayer will transfer all in this contract agreement concluded rights and duties to German Tom GmbH without any notice.

Epoch Media Group hereby grants Mr. Wayer the right to transfer all rights and duties concluded in this agreement to the new company. Once the rights have been transferred, GermanTom GmbH will substitute Mr. Wayer and become the legal contractual partner of Epoch Media Group.

Mr. Wayer has to inform Epoch Media Group about any transfer of rights and duties immediately.

4. This agreement is concluded for a period of 6 years starting from the initial launch of the online shop presumably called GermanTom.com. During the entire term of this agreement, Epoch Media Group receives ~~33~~ percent of all profits German Tom GmbH generates each business year. The company (GmbH) behind GermanTom.com assures Epoch Media Group that shop advertisement is only made through Epoch Media Group's media channels.

However, the GmbH is also entitled to advertise the online shop and its products via other media. In case additional advertisement is done it does not alter the fact Epoch Media Group receives ~~33~~ percent of German Toms profit before taxes. Epoch Media Group will act as if it was a silent partner of German Tom GmbH.

5. GermanTom's goal is to offer and market German and European products to countries Epoch Media Group operates and is represented in. Additionally GermanTom will offer product novelties to corresponding counties.

In return for receiving 33 percent of income before taxes during the entire contract period, Epoch Media Group provides German Tom within its media group and branches accurate advertising for the brand German Tom and for all its products in stock.

x  
50  
percent  
b.  
x  
50  
percent

h.

h.

Accurate Media can, for example, be advertising banners on title pages or a flash banners with advertising announcements. However, advertisements are made according to the specifications and in agreement with GermanTom GmbH, so that the respective medium is not overloaded with commercials, and every medium retains its professional appearance

6. To make best possible sales, GermanTom.com should be programmed in the languages of the countries Epoch Media Group is represented in. As minimum requirement GermanTom.com is programmed in German, English, and Chinese. If beneficial, the already existing online shop of Epoch Media Group can be acquired by Mr. Wayer and will be modified for the use of GermanTom. Epoch Media Group does not charge GermanTom for the technology of its existing online shop. However, GermanTom GmbH is obliged to cover cost for additions and modifications of Epoch Media Groups existing online shop.

7. GermanTom GmbH will independently strive for shop products, product novelties, staff, office space, and other necessary investments. Epoch Media Group does not have to contribute any investments. Epoch Media Group is only responsible for advertising and press reports according to GermanToms specifications. Any other necessary investment is carried out by GermanTom GmbH.

8. The parties agree that the online shop will not list any products that violate morality and decency, in particular that no items are sold and advertised which have erotic content, provoke humanity or politics.

9. This contract is concluded under international law. A consensual venue for disputes is New York, NY, USA. GermanTom GmbH, the operator of the online shop GermanTom, will legally be based in Germany. Probably in Baden-Baden.

10. Assuming that the contract parties cooperate successfully and jointly successfully, this contract is extended by three years, if none of the parties terminate the contract in formal way one year before the contracts regular ending. The contract period begins no later than 01. October 2017, no matter whether the online shop GermanTom is yet online.

11. Both parties have not given each other any sales or income guarantees. Epoch Media Group will make free advertising and free interesting press reports for GermanTom aim at its entire readership. In return, GermanTom GmbH under the management of Mr. Harald Wayer is constantly looking for interesting products and product novelties so that the shop will become successful and profitable.

Epoch Media Group will receive ~~33~~<sup>50</sup> percent of GermanTom's income before taxes. Besides operating its online shop, German Tom GmbH will not undertake any other business activity which could involve the risk of profit reduction.

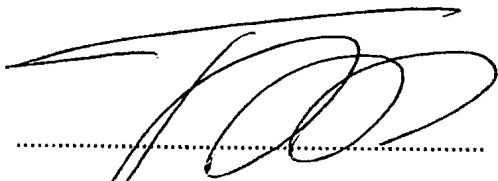
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12. Should this contract contain gaps or individual points of the contract be or become inadmissible, the entire agreement does not lapse. A non-permissible or a missing necessary provision shall be supplemented or replaced by the parties the way the contract remains feasible as far as possible. In addition, and in the event of a breach of contract, the provisions of international law shall be governed and be applied by the laws of the USA insofar international laws should not be existing or applicable.

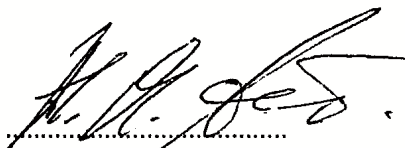
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May 16, 2017

New York, .....

A large, stylized handwritten signature in black ink, appearing to read 'John Tang'.

John Tang, President and CEO  
Epoch Media Group

A handwritten signature in black ink, appearing to read 'Harald M. Wayer'.

Harald M. Wayer